

Shell 模型许可协议

（一）定义

1. “许可”：是指本协议中规定的关于使用、复制和分发模型的一系列条款和条件。
2. “模型”：是指任何基于深度学习的组件（包括检查点），其中包括学习的权重、参数（如优化器状态）。
3. “数据”：指从与模型共同使用的数据集中获取的信息和内容的集合，包括用于预训练、微调或以其他方式评估模型的数据。数据集中获取的信息和内容的集合可能包含个人信息或非个人信息。
4. “个人信息”：是指以电子或其他方式记录的与已识别或可识别的自然人相关的各种信息，不包括经过匿名处理的信息。个人信息的处理包括收集、存储、使用、处理、传输、提供、公开和删除等。
5. “输出”是指模型运行的结果，表现为由此产生的信息内容。
6. “训练”是指向模型提供训练数据，以提高模型的预测能力。
7. “模型衍生品”是指基于模型修改的所用工作，或通过将模型的权重、参数、激活或输出模式转移到其他模型而创建或初始化的任何其他模型，以使其他模型的性能与模型类似，包括但不限于需要使用中间数据表示的提取方法或基于模型生成合成数据来训练其他模型的方法。
8. “分发”是指向第三方传输、复制、发布或以其他方式分享模型或模型的衍生品，包括将模型作为通过电子或其他远程方式（如基于 API 或 Web 访问的任何 SaaS 软件或 PaaS 软件）提供的托管服务。
9. “许可方”是指版权所有者或版权所有者授权的授予许可的实体，包括可能对模型和/或被分发模型拥有权利的个人或实体。本协议下的许可方是：**北京蚌壳智能科技有限公司**，或其授权可对任何第三方进行许可的实体或个人。“您”（或“您的”）是指行使本许可授予的权限和/或出于任何目的和在任何使用领域使用模型的个人或法人实体，属于本协议的被许可人。
10. “第三方”是指不受许可方控制的个人或法人实体。

11. “商业用途”是指使用 **Shell** 模型来运营、推广或为企业、个人直接或间接产生收入，或用于盈利的任何其他目的。

（二）许可授予

根据本许可协议的规定，许可方特此向您授予一项非排他、全球范围内的、不可转让、不可再授权、可撤销且免版税的版权许可。该许可允许您在遵守本协议的前提下，使用、复制和分发模型以及相关组件，包括但不限于进行模型的训练、评估和执行等操作。

（三）知识产权说明

1. **Shell** 模型的所有权及其相关知识产权，包括但不限于专利、著作权、商标权等，由许可方**北京蚌壳智能科技有限公司**所有。这意味着许可方拥有该模型的知识产权，并有权对其进行保护。
2. 在使用 **Shell** 模型时，您在任何情况下都不得未经许可方授权使用其商标、服务标记、商号、域名、网站名称或其他显著品牌特征（以下统称为“标识”），包括但不限于明示或暗示您自身为“许可方”。这主要是为了防止市场混淆和侵权行为。如果您未经许可方事先书面同意，擅自使用这些标识，例如展示、使用或申请注册商标、进行域名注册等，您可能会面临法律责任。
3. 在许可范围内，您可以对 **Shell** 模型进行修改以得到模型衍生品。对于这些衍生品中，您付出创造性劳动的部分，您可以主张该部分的知识产权。这表明，只要您遵守许可协议，您就可以在合理范围内对模型进行修改，并可以就您创新的部分拥有知识产权。
4. 请注意，您在使用和修改模型的过程中，应遵守相关法律法规，尤其是关于个人信息保护和知识产权的法律法规，确保合规使用。同时，请遵守本协议规定，并在必要时确保您的合作伙伴、子公司和其他相关方也遵守本协议。

（四）许可限制

1. 您在使用、复制、修改、合并、发布、分发、复制或创建本软件的全部或部分衍生作品时，不得出于任何军事或非法目的。这要求您在使用软件时，必须遵守法律法规，不得将软件用于任何违法或不当的目的。

2. 您不得利用本软件从事任何危害国家安全和国家统一、危害社会公共利益、侵犯人身权益的行为。这一点强调了对国家和社会公共利益的尊重和保护，同时要求您在使用软件时，确保不侵犯他人的合法权益。

3. 在使用本软件时，请务必遵守国家的法律法规，确保您的行为符合社会公德和职业道德，不损害他人的合法权益。这提醒您在使用过程中要注意遵守相关法律法规，维护公共利益和他人权益。

4. 如您在使用过程中发现任何可能危害国家安全、社会公共利益或侵犯他人权益的行为，请立即停止使用并报告相关情况。这一点要求您在使用本软件时，注意保护国家的安全和公共利益，同时尊重和维护他人的合法权益。

（五）免责声明及责任限制

1. 本软件“按原样”提供，不提供任何明示或暗示的保证，包括但不限于对适销性、特定用途的适用性和非侵权性的保证。这意味着在使用本软件时，您需自行承担风险，作者或版权持有人不承担任何责任。

2. 在任何情况下，作者或版权持有人均不对任何索赔、损害或其他责任负责，无论是在合同诉讼、侵权行为还是其他方面，由软件或软件的使用或其他交易引起、由软件引起或与之相关的任何责任。这一点强调了作者或版权持有人在任何情况下的免责地位。

3. 除适用法律禁止的范围外，在任何情况下且根据任何法律理论，无论是基于侵权行为、疏忽、合同、责任或其他原因，任何许可方均不对您承担任何直接、间接、特殊、偶然、示范性、或间接损害，或任何其他商业损失，即使许可人已被告知此类损害的可能性。这表明许可方在任何情况下都不承担因使用软件而导致的任何损害或商业损失的责任。

（六）其他

1. 许可方在法律法规许可的范围内对协议条款享有最终解释权。

2. 本协议的订立、效力、解释、履行、修改和终止，使用 **Shell** 模型以及争议的解决均适用中华人民共和国大陆地区(仅为本协议之目的，不包括香港、澳门和台湾)法律，并排除冲突法的适用。

3. 因使用 **Shell** 模型而发生的任何争议，各方应首先通过友好协商的方式加以解决。协商不成时，向许可方所在地人民法院提起诉讼。

附则

1. 若您打算将 **Shell** 模型或其衍生品基于此协议用于商业目的，请按照以下方式联系许可方，进行登记并获取书面授权：

联系邮箱：shell.opensource@openbankai.com

2. 请您按照上述方法与许可方联系时，请提供以下信息和文件，以申请 **Shell** 模型的商用许可：

（1）申请信息表。请您填写并提交以下上申请信息表至指定的联系邮箱：

申请人名称	代理申请人名称
申请人联系方式与地址	代理申请人联系方式
申请商用的模型类型	商业用途描述
<input type="checkbox"/> Shell-7B-Chat-int4 <input type="checkbox"/> Shell-7B-Chat <input type="checkbox"/> Shell-7B	
模型衍生情况	是否涉及未成年人用户
	<input type="checkbox"/> 是 <input type="checkbox"/> 否
申请人公司规模（员工人数）	每日活跃用户数量
<input type="checkbox"/> 1-200 <input type="checkbox"/> 200-1000 <input type="checkbox"/> 1000+	
申请人所在行业	计划部署的国家与区域

备注：自然人不符合申请 **Shell** 模型的商用许可资格。

（2）营业执照

您应通过上述指定的联系邮箱提交申请人的营业执照复印件并加盖公章。

（3）授权文件

提交的授权文件应包括：1. 申请人法定代表人的身份证复印件，需加盖公章；2. 申请人代理人的授权书复印件，需加盖公章；3. 申请人代理人的身份证复印件，需加盖公章。如果没有代理人，则不需要提供 2 和 3。

(1) Definitions

1. "License" refers to the set of terms and conditions specified in this agreement regarding the use, replication, and distribution of the model.

2. "Model" refers to any machine learning-based component, including checkpoints, containing learned weights, parameters (such as optimizer status).

3. "Data" denotes the collection of information and/or content obtained from the dataset used alongside the model, including data used for training, pre-training, or other model evaluations. The collected information and content may encompass personal or non-personal data.

4. "Personal information" is information of various kinds related to identified or identifiable natural persons, recorded electronically or through other means, excluding anonymized data. Processing of personal information includes collecting, storing, using, processing, transmitting, providing, disclosing, and deleting.

5. "Output" signifies the results of the model's operation, manifested as the generated information content.

6. "Training" refers to providing the model with training data to enhance its predictive capabilities.

7. "Model derivative" signifies any modifications to the model, work based on the model, or any other model created or initialized by transferring the model's weights,

parameters, activations, or output patterns. This is done to make other models perform similarly, including methods such as extracting using intermediate data representations or generating synthetic data based on the model for training other models.

8. "Distribution" pertains to the transmission, replication, publication, or sharing of the model or model derivatives with third parties. This includes providing the model as a hosted service through electronic or other remote means, such as SaaS software or PaaS software through API or web access.

9. "Licensor" refers to the copyright owner or an entity authorized by the copyright owner to grant licenses, including individuals or entities that may have rights to the model and/or the distributed model. The licensor under this agreement is the Bangke Intelligent Technology Co., Ltd, or the entity or individual authorized by them to grant licenses to any third party. "You" (or "Your") refers to individuals or legal entities using the model for any purpose and in any domain under this license agreement.

10. "Third party" refers to individuals or legal entities not under the control of the licensor.

11. "Commercial use" is using the **Shell** model for operating, promoting, or generating income directly or indirectly for businesses or individuals, or for any other profit-oriented purposes.

(2) License Grant

Pursuant to the terms and conditions of this license agreement, the licensor hereby grants you a non-exclusive, worldwide, non-transferable, non-sublicensable, revocable, and royalty-free copyright license. This license permits you to, within the confines of compliance with the provisions of this agreement, utilize, reproduce, and distribute the model and its associated components, including but not limited to tasks such as training, evaluation, and model execution.

(3) Intellectual Property Statement

1. All ownership and related intellectual property rights of the **Shell** model, including but not limited to patents, copyrights, trademarks, etc., are owned by the licensor, Bangke Intelligent Technology Co., Ltd. This means that the licensor holds the

intellectual property rights to the model and is entitled to protect them.

2. When using the **Shell** model, under no circumstances may you use the licensor's trademarks, service marks, trade names, domain names, website names, or other distinctive brand features (collectively referred to as "identifiers") without the licensor's authorization, whether explicitly or implicitly to represent yourself as the "licensor." This is primarily to prevent market confusion and infringement. Unauthorized use of these identifiers, such as displaying, using, or applying for trademark registration, or domain registration without the prior written consent of the licensor may subject you to legal liabilities.

3. Within the scope of the license, you have the option to modify the **Shell** model to create derivative works. For the portions of these derivatives that involve your creative efforts, you may assert intellectual property rights. This implies that as long as you adhere to the terms of the license agreement, you can make reasonable modifications to the model and claim intellectual property for the innovative portions.

4. Please be aware that, while using and modifying the model, you should comply with relevant laws and regulations, especially those concerning personal data protection and intellectual property. Ensure compliance with this agreement and, when necessary, ensure that your partners, subsidiaries, and other relevant parties also adhere to this agreement.

(4) License Restriction on Use

1. When using, copying, modifying, merging, publishing, distributing, reproducing, or creating derivative works of this software, you must not engage in any military or unlawful purposes. This requires you to comply with laws and regulations when using the software and refrain from using it for any illegal or improper purposes.

2. You shall not use this software for any activities that may harm national security, national unity, or endanger public interests and infringe upon the rights and interests of individuals. This underscores the respect and protection of national and public interests, while also requiring that you, in using the software, ensure not to infringe upon the legitimate rights of others.

3. When using this software, it is imperative to adhere to the laws and regulations of the country, ensuring that your actions align with social ethics and professional standards, and do not harm the legitimate rights of others. This reminds you to be attentive to compliance with relevant laws and regulations, upholding public interests and the rights of others during use.

4. If you encounter any actions during use that may endanger national security, public interests, or infringe upon the rights of others, please cease usage immediately and report the relevant circumstances. This requirement emphasizes the need for you to protect national security and public interests while also respecting and safeguarding the legitimate rights of others when using this software.

(5) Disclaimer and Limitation of Liability

1. This software is provided "as is," with no express or implied warranties, including but not limited to warranties of merchantability, fitness for a particular purpose, and non-infringement. This means that when using this software, you assume all risks, and the author or copyright holder assumes no liability.

2. Under no circumstances shall the author or copyright holder be liable for any claims, damages, or other liabilities, whether in contract, tort, or otherwise, arising from, out of, or in connection with the software or its use, or other transactions related to the software. This emphasizes the disclaimer of the author or copyright holder in all circumstances.

3. To the extent permitted by applicable law, in no event and under any legal theory, whether in tort, negligence, contract, liability, or otherwise, shall any licensor be liable to you for any direct, indirect, special, incidental, punitive, or consequential damages, or any other commercial damages, even if the licensor has been advised of the possibility of such damages. This indicates that the licensor assumes no responsibility in any circumstances for any damages or business losses resulting from the use of the software.

(6) Other

1. The licensor reserves the ultimate right to interpret the terms of the agreement within

the scope permitted by applicable laws and regulations.

2. The formation, validity, interpretation, performance, modification, and termination of this agreement, the use of the **Shell** model, and the resolution of disputes are all subject to the laws of the People's Republic of China on the mainland (for the purposes of this agreement, excluding Hong Kong, Macau, and Taiwan), and the application of conflict of laws is excluded.

3. Any disputes arising from the use of the **Shell** model shall first be resolved by the parties through amicable negotiations. If negotiations fail, legal proceedings shall be initiated in the people's court located in the jurisdiction of the licensor.

Additional

(1) If you intend to use the **Shell** model or its derivatives for commercial purposes under this agreement, please contact the licensor as follows for registration and written authorization:

Email: shell.opensource@openbankai.com

(2) When contacting the licensor according to the above-mentioned method to apply for a commercial license for the Shell model, please provide the following information and documents:

1. Application Information Form. Please fill out and submit the following application information form to the designated contact email.

Applicant's Name	Agent Applicant's Name
Applicant's Contact Information and Address	Agent Applicant's Contact Information
Type of Model Applied for Commercial Use	Description of Commercial Use
<input type="checkbox"/> Shell-7B-Chat-int4 <input type="checkbox"/> Shell-7B-Chat <input type="checkbox"/> Shell-7B	
Model Derivation Information	Involvement of Underage Users
	<input type="checkbox"/> Yes <input type="checkbox"/> No
Applicant's Company Size (Number of Employees)	Number of Daily Active Users
<input type="checkbox"/> 1-200 <input type="checkbox"/> 200-1000 <input type="checkbox"/> 1000+	
Applicant's Industry	Planned Deployment Countries and Regions

Note: Natural persons are not eligible to apply for a commercial license for the Shell model.

2. Business License

You should submit a copy of the applicant's business license, stamped with an official seal, to the designated contact email mentioned above.

3. Authorization Documents

The submitted authorization documents should include: 1. A photocopy of the applicant's legal representative's ID card, stamped with an official seal; 2. A photocopy of the authorization letter for the applicant's agent, stamped with an official seal; 3. A

photocopy of the ID card for the applicant's agent, stamped with an official seal. If there is no agent, then 2 and 3 are not required.